

## **Amendment 202 Contract No. 229944**

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 202 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 25<sup>th</sup> day of APRIL, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd., an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the work necessary to support King County Metro (KCM) move its one (1) Transit Control Center (TCC) Data Acquisition Computer (DAC) from one location to another in the Sabey Data Center. This work is more fully described in Change Request CR 071179 *KCM TCC DAC Move at Sabey v2.0*.
- C. The Parties do not agree on the amount of compensation due for the work of said CR - 071179. The Agencies are agreeable to paying the amount of compensation included in the Amendment. The Contractor reserves its rights to claim the added compensation requested by the Contractor in CR-071179 that is not covered by this Amendment.

## Agreement

### Section 1.0 Description of Work

1.1 The Contractor will perform all work necessary to assist KCM move its TCC DAC from one location to another in the Sabey Data Center. Such work will include the following:

- (a) Power down the DAC, prior to its move
- (b) Restart the DAC, in its new location
- (c) Change the DAC's remote access card IP address

### Section 2.0 Schedule of Work

2.1 The Contractor will perform the work described in Section 1.0 on April 18, 2012.

### Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

### VI. IMPLEMENTATION

#### SPECIAL PROGRAMS

| LUMP SUM<br>COST |
|------------------|
|------------------|

Amendment No. 202

|   |       |       |
|---|-------|-------|
| To perform the work for KCM necessary to support the relocation of one (1) DAC at the Sabey Data Center | TOTAL | \$319 |
|---|-------|-------|

### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By:

Its:

Date:



John W. L.  
General Manager

4/25/12

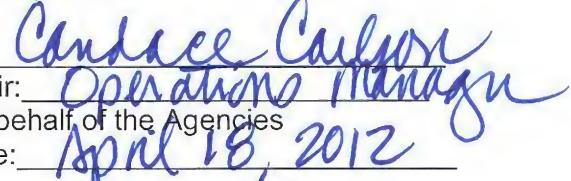
The Agencies

By:

Their:

On behalf of the Agencies

Date:



Candace Culver  
Operations Manager  
April 18, 2012